

THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO

Case No. 1:24-cv-00296-BMB

CHRISTOPHER SADOWSKI,

Plaintiff,

v.

DOWNING AND DOWNING, INC d/b/a  
THE D&D DAILY,

Defendant.

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**DECLARATION OF CHRISTOPHER SADOWSKI**

Christopher Sadowski does hereby declare pursuant to 28 U.S.C. § 1746:

1. I am over the age of 18 and otherwise competent to testify. I make the following statements based on personal knowledge.
2. I am the Plaintiff in the above-styled matter.
3. I am an award-winning photojournalist and am widely published in some of the world's most important newspapers and magazines, including but not limited to, the New York Post, Daily Mail Online, Reader's Digest, USA Today, New York Times, Fox News, CBS News, NBC News, Boston Globe, Boston Herald, Los Angeles Times, Newsweek Magazine, and People Magazine.
4. For the past nineteen (19) years, I have been self-employed as a professional photographer who specializes in photo-documenting ordinary life and the human condition.
5. I travel throughout the New York, New Jersey and Connecticut tri-state area taking photographs that tell a story about tragedy, hope, calamity, joy, discord, and renewal.
6. Using state-of-the-art equipment, I create high-end photography licensed by some

of the top publishers in this country. When commissioned for a job, I spend countless hours capturing hundreds of photographs and then processing those photographs to ensure they meet customers' requirements.

7. I maintain a commercial website (<http://www.csnyphoto.com>) which describes the photography services offered by me, hosts a sample portfolio of photographs taken by me, and invites prospective customers to contact me to arrange for a professional photo shoot.

8. I own each of the photographs available for license on my website and serve as the licensing agent with respect to licensing such photographs for limited use by my customers. To that end, my standard terms include a limited, non-transferable license for use of any photograph by the customer only. My license terms make clear that all copyright ownership remains with me and that my customers are not permitted to transfer, assign, or sub-license any of my photographs to another person/entity.

9. In 2022, I created a professional photograph of an NYPD vehicle behind barricade tape titled "102122shooting1CS" (the "First Photograph"). A copy of the First Photograph is exhibited below:



10. The First Photograph was registered by me with the Register of Copyrights on December 31, 2022 and was assigned Registration No. VA 2-334-676.

11. The First Photograph was licensed to the *New York Post* and published alongside an article titled “25-year-old man shot in the stomach in East Village.” The foregoing New York Post article (immediately below the First Photograph appearing in the article) credits me as the author/creator of the First Photograph – an attribution known in the industry as a “gutter credit”:

METRO

## 25-year-old man shot in stomach in East Village

By Katherine Donlevy

October 22, 2022 | 5:03am | Updated



A 25-year-old man was shot in the East village Friday evening.

Christopher Sadowski

WHAT TO SHOP NOW



Need a last-minute Valentine's Day gift? Cash in with the 55 best gift cards

Nordstrom's Winter Sale is here: save up to 60% on clothes for women, men, kids, home, and more

Want to see Dave Grohl and Foo Fighters live in 2023? Here's how you can

Amazon just slashed the price of this 15-piece knife set over 60%

All the best merch available to celebrate the Chiefs Super Bowl win: hats, jerseys, more

12. In 2018, I created a professional photograph of Lord & Taylor Building in New York titled "092818lordandtaylor23CS" (the "Second Photograph"). A copy of the Second Photograph is exhibited below:



13. The Second Photograph was registered by me with the Register of Copyrights on September 30, 2018 and was assigned Registration No. VA 2-125-568.

14. The Second Photograph was licensed to the *New York Post* and published alongside an article titled “This is the beginning of the end for Lord & Taylor’s flagship store.” The foregoing New York Post article (immediately below the Second Photograph appearing in the article) credits me as the author/creator of the Second Photograph – an attribution known in the industry as a “gutter credit”:



RECOMMENDED



**NYPD to roll out new unit aimed at curbing rise in stolen cars —...**



Is Bill de Blasio a catch? NYC single ladies dish on wheth...



17-year-old Long Island high school football player Robert Bush o...

**METRO** EXCLUSIVE

## This is the beginning of the end for Lord & Taylor's flagship store

By Lisa Fickenscher

September 30, 2018 | 12:00pm | Updated



Christopher Sadowski

## WHAT TO SHOP NOW



Amazon Prime Day 2023 dates have been announced: Here are the 44 best early deals to shop while you wait

**Chop chop! Check out these chef-recommended knife sharpeners to keep your cooking skills sharp**

Shop early Amazon Prime Day 2023 device deals

## The 63 best beauty products on Amazon right now

Get 15 bottles of wine for less than \$65 during our version of Prime Day



15. The First Photograph and the Second Photograph are collectively referred to herein as the “Work”.

16. Defendant Downing and Downing, Inc d/b/a The D&D Daily (“Defendant”) is not and has never been licensed to use or display the Work for any purpose.

17. On December 6, 2022 (within three months between first publication and my above-referenced copyright registration of the First Photograph), Defendant copied the First Photograph without my permission and used it on its website, webpage, and/or social media, as shown by the Complaint in this lawsuit.

18. On October 2, 2018 (after my above-referenced copyright registration of the

Second Photograph), Defendant copied the Second Photograph without my permission and used it on its website, webpage, and/or social media, as shown by the Complaint in this lawsuit.

19. Through my ongoing diligent efforts to identify unauthorized use of my photographs, I discovered Defendant's unauthorized use/display of the First Photograph and Second Photograph on February 2023 and March 2023, respectively.

20. I created the Work pursuant to a Freelance Photographer Independent Contractor Agreement with NYP Holdings, Inc. (the publisher of the New York Post). The New York Post does not pay me to license individual photographs created as part of an assignment, but rather pays me an all-inclusive rate for such assignments. I retain full ownership of the photographs I create and make those photographs available to license to other media outlets and generally to the public.

21. My recent licensing history with respect to the commercial use of my professional photographs include the following:

Date	Licensee	Description	Amount
7/9/2020	CBS Broadcasting	Michael Cohen photograph	\$1,800.00
7/9/2020	Fox News	Michael Cohen photograph	\$2,100.00
10/20/2021	Fox News	Immigrants arriving on plane	\$2,000.00
10/21/2021	Fox News	Immigrants arriving on plane	\$4,000.00
10/05/2022	Trend Micro Inc.	Home Depot Front	\$2,000.00

22. Defendant has never been licensed to use the Work for any purpose.

23. Through my counsel, I notified Defendant of the allegations set forth herein in March 2023. To date, I have been unable to negotiate a reasonable licensing fee for Defendant's past unauthorized use.

24. Based on my normal licensing rates and the type of use at issue here (online publication), I would have licensed each photograph comprising Work to Defendant for a \$1,800.00 annual license fee per photograph. Because Defendant displayed the First Photograph from at least December 6, 2022 through present, Defendant would owe me at least 2x annual licensing fees (as I do not prorate my work) in a total amount of \$3,600.00 for the First Photograph. Because Defendant displayed the Second Photograph from at least October 2, 2018 through present, Defendant would owe me at least 6x annual licensing fees (as I do not prorate my work) in an amount of \$10,800.00 for the Second Photograph. Accordingly, Defendant would owe me a total amount of \$14,400.00 for its ongoing infringement of the First Photograph and the Second Photograph.

25. The ability of Defendant to reproduce, modify, distribute, and display my photography for Defendant's own commercial benefit without compensation to me greatly impairs the market value of my work since others competing with that business, or in related business areas, will not want to obtain a license to my work if they are already associated with a competing business. Similarly, potential licensees of my copyrighted photographs will not want to pay my license fees if they see other commercial enterprises taking and using my photographs for their own commercial purposes without paying any fee at all.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: 4/30/2024

*Christopher Sadowski*

ID Lytme3bMRZCyFTGc3dRv726h

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Christopher Sadowski



## eSignature Details

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<b>Signer ID:</b>	<b>Lytme3bMRZCyFTGc3dRv726h</b>
Signed by:	Christopher Sadowski
Sent to email:	csnyphoto@gmail.com
IP Address:	69.120.203.182
Signed at:	Apr 30 2024, 12:56 pm EDT